

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

RCC FABRICATORS, INC.

Plaintiff

vs.

UMOJA ERECTORS LLC and NORTH
AMERICAN SPECIALTY INSURANCE
COMPANY,

Defendants

CIVIL ACTION NO. 2:17-cv-05304-TR

PRETRIAL MEMORANDUM

RCC Fabricators, Inc. (“RCC”) hereby submits the following Pretrial Memorandum:

(1) Brief Statement of the Nature of the Action and the Basis of the Court’s Jurisdiction.

RCC’s complaint alleges claims for Breach of Contract, Prompt Payment Act and Unjust Enrichment and Quantum Meruit claims against Defendant Umoja Erectors LLC (“Umoja”) and a Breach of Payment Bond Claim against Defendant North American Specialty Insurance Company (“NASIC”) for failing to pay RCC for steel and related material that it fabricated and delivered and that was used in the Project at issue.

This Court has jurisdiction pursuant to 28 U.S.C. 1332 because there is diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.

(2) Brief Statement of Facts of the Case.

RCC’s Complaint arises from a general contractor agreement between non-parties D.A. Nolt, Inc. (“Nolt”) and the Philadelphia Municipal Authority (“the PMA”) (the “Project”). In connection with the Project, Nolt executed a payment bond (the “Bond”) with NASIC. Also, with respect to the Project, Nolt entered into a subcontract with Umoja regarding the erection of

steel on the Project (“the Prime Subcontract”) and Umoja entered into a subcontract with RCC whereby RCC would be paid to furnish (but not erect) all of the fabricated steel and related materials to Umoja (“the RCC Subcontract”). RCC seeks compensation for fabricating and delivering over 400 pieces of steel and 4,500 pieces of hardware related materials to the Project along with statutory interest, penalties and attorneys’ fees and costs against Umoja.

Nolt received nearly \$11 million from the PMA for the Project and Umoja received over \$250,000 for its work, yet, RCC has received zero dollars. Nolt has taken the position in related litigation pending in this Court that it completed 90 % of the work for the Project by December 16, 2016 and that while RCC encountered hurdles during the fabrication process, it met its obligations.

In fact, Nolt made payments to Umoja for RCC’s work, yet RCC has not received any funds. Specifically, on February 9, 2017, Nolt paid Umoja \$151,002.00, which included payment for RCC’s first invoice totaling \$136,373.25. Nolt received payment from PMA, issued a check jointly payable to Umoja and RCC in the amount of \$66,238.50 and rather than pay RCC the remainder that was due, placed \$75,501 into an escrow account. Umoja retained and still has the over four (4) year old check and never cashed it or paid RCC and the \$75,501 remains in escrow account.

Also on February 9, 2017, after Nolt received payment from PMA, Nolt paid Umoja by placing in escrow four additional payments in the amounts of \$36,515.28, \$31,104, \$20,083.20 and \$15,243.20. Thus, Nolt has received payments from PMA and there remains in escrow a total of \$178,446.68, in addition to the \$66,238.50 check. Therefore, both Nolt and Umoja have been paid more than the amounts due RCC.

(3) List of Monetary Damages Claimed.

RCC's damages are as follows:

- a. Amount due under RCC Subcontract is \$229,453.79 (full subcontract value of \$209,805 plus additional \$19,648.79 in costs associated with the refabrication of steel) from Umoja and NASIC;
- b. Statutory interest due totals at least \$105,548.38 calculated at 1% a month from 6/30/17 through 3/31/21 from Umoja;
- c. Penalties due totals at least \$105,548.38 calculated at 1% a month from 6/30/17 through 3/31/21 from Umoja;
- d. Attorneys' fees and costs due will be determined upon a fee application after a determination of liability from Umoja;
- e. Prejudgment interest due totals at least \$52,728.48 calculated at 6% per annum from 6/30/17 through 3/31/21 from Umoja and NASIC; and
- f. Total due from Umoja including statutory interest and penalties and prejudgment interest but without attorneys' fees and costs is \$493,279.03. Of the amount due from Umoja, NASIC should pay under the payment bond \$229,453.79 plus \$52,728.48 in prejudgment interest for a total of \$282,182.27.

(4) Name and addresses of trial witnesses.

Scott Vesper ("Vesper"), whose address is RCC Fabricators, Inc., 2035 US-206, Southampton Township, New Jersey 08088. Vesper will testify as to RCC's performance under the RCC Subcontract.

Jesse R. Sloane ("Sloane"), P.E., whose address is Vice President, Marsh Advisory, One University Square Drive, Suite 100, Princeton, New Jersey 08540. Sloane will provide expert testimony as to the following:

- that RCC is entitled to the full base contract value of \$209,805 because RCC fabricated and delivered the steel to the Project and it was used in the Project;
- that Umoja was responsible for all of the field verification of steel dimensions;

- that RCC is entitled to an additional \$19,648.79 for steel fabricated in excess of the Subcontract base due to problems with the field verified dimensions;
- that Umoja has provided no evidence to support any allegations that backcharges should be applied to RCC's contract balance; and
- that Umoja has not shown that its work would not have been late for any other reason and that RCC was the sole cause of critical delay with any kind of critical path method (CPM) schedule analysis and thus, RCC cannot be held responsible or liable for any alleged delay-related costs. See Curriculum Vitae attached.

(5) Schedule of Trial Exhibits.

See Combined Trial Exhibit List attached. RCC's exhibits are numbered 1 through 34.

(6) Estimate of the number of days required for trial.

RCC estimates the trial will last three days.

(7) Special Comments regarding Legal Issues, Stipulations, Amendments of Pleadings or other appropriate matters.

None.

(8) Statement of Anticipated Important Legal Issues for the Court to Rule upon with Citations for each issue.

Umoja breached the contract and is liable under the Prompt Payment Act for statutory interest and penalties and attorney's fees and costs. *See* 73 Pa. Stat. Ann. § 501, *et seq.*

Umoja (and Nolt) were unjustly enriched by receiving and using RCC's products without paying a penny for any of the materials. Likewise, RCC is entitled to the reasonable value of the materials supplied under the doctrine of quantum meruit. It would be inequitable for Umoja to retain the benefits of the materials furnished by RCC without payment of the reasonable value of the materials.

NASIC is liable under the Bond. *See* 8 Pa. Stat. § 191. *et seq.*; *Poole v. Great American Ins. Co.*, 407 Pa. 652, 656, 182 A.2d 509, 510 (1962).

Both Umoja and NASIC are liable for prejudgment interest at a rate of 6% per annum. *See* 41 Pa. Stat. Ann. § 202; *TruServ Corp. v. Morgan's Tool & Supply Co.*, 614 Pa. 549, 566-568, 39 A.3d 253, 263-264 (Pa. 2012); *Travelers Cas. & Sur. Co. v. Ins. Co. of N. Am.*, 609 F.3d 143, 171 (3d Cir. 2010); *Sippel Dev. Co. v. Western Sur. Co.*, 2008 U.S. Dist. LEXIS 125014, *21-23 (W.D. Pa. Feb. 25, 2008); *adopted by*, 2008 U.S. Dist. LEXIS 21026 (W.D. Pa., Mar. 17, 2008) (“prejudgment interest is recoverable under Pennsylvania law as a matter of right even where the bond makes no mention of it.”); *Fernandez v. Levin*, 519 Pa. 375, 548 A.2d 1191, 1193 (Pa. 1988) (“For over a century it has been the law of this Commonwealth that the right to interest upon money owing upon contract is a legal right [that] begins at the time payment is withheld after it has been the duty ... to make such payment. ... The award of interest in a contract action is a matter of right regardless of when it is demanded ... or whether it is demanded.”).

CONNELL FOLEY LLP

Liberty View Building, Suite 230
457 Haddonfield Road
Cherry Hill, NJ 08002
(856) 317-7100

DATE: April 20, 2021

By: *s/ Patrick J. Hughes*

Patrick J. Hughes
Lisa J. Trembly

Counsel for Plaintiff RCC Fabricators, Inc.

CERTIFICATE OF SERVICE

I, Patrick J. Hughes, hereby certify that on April 20, 2021, a true and correct copy of the foregoing was electronically filed with the Clerk of the Court using the Court's Electronic Case Filing ("ECF") system. I further certify that, on this date, the foregoing was served upon all parties via transmission of a Notice of Electronic Filing generated by ECF. I further certify that all parties to this action are represented by counsel of record who are registered users of ECF that have consented to receive electronic service.

By: /s/ Patrick J. Hughes

Patrick J. Hughes
CONNELL FOLEY LLP
457 Haddonfield Road – Suite 230
Cherry Hill, NJ 08002
Ph: (856) 317-7100
e-mail: phughes@connellfoley.com

*Counsel for Plaintiff,
RCC Fabricators, Inc.*

TRIAL EXHIBIT LIST**RCC Fabricators, Inc.****vs.****UMOJA Erectors, Inc. and North American Specialty Ins. Co.****2:17-cv-05304-TR**

<u>Exhibit No.</u>	<u>Description</u>
20	12.27.2016 – RCC RFI 016 (Beam 9B6 to Column 4C1 Connection)
21	01.17.2017 – RCC RFI 056 (re: RCC RFI 012) (Screen Wall Columns)
22	01.18.2017 – Philly RFI 060 (re: RCC RFI 016) (Beam 9B6 to Column 4C1 Connection)
23	01.04.2017 – Letter from Smilek to Brown (Letter 2) re: RFI 11 through 16 issues)
24	03.24.2017 – PALM Minutes of Meeting between Nolt and UMOJA
25	Invoice File 000077, Application #1, 30 Nov 16
26	02.10.2017 – Nolt to UMOJA
27	Invoice File 000003
28	Invoice File 000007
29	UMOJA Invoice File 000515, Application #2, 20 Jan 17
30	Steel Fabrication/Installation History (Ex. B-6, A. Brown, 30 Jan 19)
31	Checks issued by D.A. Nolt (O'Brien Ex. F)
32	D.A. Nolt Customer Quick Report November 17, 2017 (O'Brien Ex. J)
33	Judge Pratter's Order, dated 28 May 2020, Case 2:18-cv-04997-GEKP
34	RCC Fabricators' Requests for Admissions to Umoja
35	RCC Fabricators Drawing of Screen Wall 26VB2 DWG E7; (Vesper 36-23)
36	RCC Fab Drawing of 25B5 and 25B2; (Vesper 36-22)
37	Drawings attached to the e-mail to Alburn Brown dated October 13, 2016; (Vesper 16)
38	E-mails from Pedro Pinto to Rich O'Brien, 10/20/2016, re: PSSC BFRI Davit Welds ; (Answers to RCC Request to Produce)

TRIAL EXHIBIT LIST**RCC Fabricators, Inc.****vs.****UMOJA Erectors, Inc. and North American Specialty Ins. Co.****2:17-cv-05304-TR**

<u>Exhibit No.</u>	<u>Description</u>
39	E-mails message from Brent Ellman to Craig Hunt and Chuck Knauff, 10/20/2016 re: PSSC BFRI Davit Welds; (Answer to RCC Request to Produce)
40	E-mail to Alburn Brown and Kevin Lumpkin regarding the 5 th Floor Steel; (Vesper 18-15)
41	Email of Jeff Smilek to Al Brown 11/23/2016; (Smilek 13)
42	Emails between Al Brown and Jeff Smilek 10/25-26/2016; (See attached)
43	Application for payment from Umoja Erectors to D.A. Nolt; (Brown Dep. B-7)
44	Plaintiff's Responses to Defendant North American Specialty Insurance's First Request for Production of Documents
45	Plaintiff's Responses to Defendant North American Specialty Insurance's Interrogatories
46	RCC Fab's Answers to Interrogatories of the Defendant Umoja Erectors
47	RCC Drawings of Frame 5 FR-5
48	RCC Drawing of 37 Beam 1; (Vesper 36-33)
49	RCC Drawing of 35 B3 and 35B4; (Vesper 36-31)
50	E-mail from Jeff Smilek to Al Brown 11/11/2016; (Smilek 14)
51	RCC Drawing of 31B3; (Vesper 36-27)
52	RCC Drawing of 32 B 4 and 32 B 2; (Vesper 36-28)
53	E-mail from Jeff Smilek to Al Brown 11/17/2016; (Smilek 15)
54	List of Penthouse Steel; (Smilek 41)
55	RCC Drawing of 34B1; (Vesper 36 – 30)
56	RCC Drawing of 29B1and 29B2; (Vesper 36 – 25)

TRIAL EXHIBIT LIST**RCC Fabricators, Inc.****vs.****UMOJA Erectors, Inc. and North American Specialty Ins. Co.****2:17-cv-05304-TR**

<u>Exhibit No.</u>	<u>Description</u>
57	E-mails from Tom Stanowski to Kevin Lumpkin 12/21/2016; (Smilek 41, Lumpkin 5)
58	RCC Fab Drawings for Columns 3C-1; (Vesper 36 – 2)
59	RCC Fab Drawings for Columns 2C-2; (Vesper 36 – 1)
60	RCC Fab Drawings for Columns 4C-1; (Vesper 36 – 3)
61	RCC Fab Drawings for Columns 6B-4; (Vesper 36 – 5)
62	RCC Fab Drawings for Columns 7B-5 (Vesper 36 – 6)
63	RCC Fab Drawings for Beam 13B-1; 13B-2; 13B-3; (Vesper 36 – 12)
64	RCC Fab Drawings for Beam 12B-1, 12 B-2, 12 B-4; (Vesper 36 – 11)
65	Jeff Smilek letter to Al Brown 10/24/2016 re: coatings credit; (See attached)
66	Contract/Purchase Order – City of Philadelphia to D.A. Nolt dated 8/20/15
67	Notice to Proceed dated 9/23/15
68	D.A. Nolt Consent to Assignment of Contract dated 10/27/15
69	O'Brien/Vesper email chain re: shop drawings with purchase order dated 5/6/16 (Vesper 1)
70	O'Brien/Vesper email chain re: shop drawings, bulletin 7 dated 5/18/16 (Vesper 2)
71	O'Brien/Vesper email chain re: shop drawings, deliver dated 5/18/16 (Vesper 3)
72	O'Brien/Vesper email chain re: shop drawings, detailer dated 6/2/16 (Vesper 4)
73	O'Brien/Vesper email chain re: shop drawings dated 6/14/16 (Vesper 5)
74	Approved Shop Drawing with request to confirm clouded dimensions
75	O'Brien/Smilek/Irvin email chain re: shop drawings, resubmittal dated 7/26/16 (Irvin 2)

TRIAL EXHIBIT LIST**RCC Fabricators, Inc.****vs.****UMOJA Erectors, Inc. and North American Specialty Ins. Co.****2:17-cv-05304-TR**

<u>Exhibit No.</u>	<u>Description</u>
76	O'Brien/Smilek/Irvin email chain re: shop drawings, resubmittal dated 7/26/16 (Irvin 3/Smilek 3)
77	Steel Pre-installation Meeting Minutes – 8/10/16 (Vesper 11)
78	Brown/O'Brien/Smilek email chain re: field dimensions dated 8/31/16 (Lumpkin 3)
79	O'Brien/Smilek email chain re: steel delivery dated 9/9/16 (Smilek 6)
80	O'Brien/Smilek email chain re: delivery of steel dated 9/9/16 (Resp. to RCC msg Ex. R)
81	Smilek/O'Brien/Brown email chain re: items to field verify dated 9/20/16 (Smilek 5)
82	O'Brien/Vesper email chain re: delivery dates dated 9/29/16 (Vesper 12)
83	Brown/Smilek email chain re: first shipment of steel dated 9/30/16 (Brown B-16)
84	Updated Smilek steel schedule (Vesper 15) and RCC purchase order to Southern New Jersey Steel Co. (RCC00842)
85	None.
86	Smilek steel schedule dated 10/6/16 (Vesper 14)
87	O'Brien/Vesper/Smilek email chain re: delays dated 10/11/16 (Vesper 13/Resp. to RCC msg Ex. R)
88	Smilek/Brown email chain re: shop drawings dated 10/13/16 (Smilek 9)
89	O'Brien/Vesper/Smilek email chain re: rejected pieces, drawings dated 10/13/16 (Brown B-11/Irvin 10/Vesper 16)
90	Brown/Smilek/O'Brien email chain re: steel delivery dated 9/30/16 (Brown B-16)
91	Knauff/Brown/Smilek email chain re: steel issues delay D.A. Nolt dated 10/16/16 (Vesper 17)
92	O'Brien/Smilek email chain re: steel delaying project dated 10/21/16 (Smilek 10)
93	Smilek/Brown/Knauff email chain re: RFI #6 dated 11/10/16 (Brown B-12/Smilek 14)

TRIAL EXHIBIT LIST**RCC Fabricators, Inc.****vs.****UMOJA Erectors, Inc. and North American Specialty Ins. Co.****2:17-cv-05304-TR**

<u>Exhibit No.</u>	<u>Description</u>
94	Knauff/Brown/Smilek email chain re: beam issues dated 11/11/16 (Brown 4)
95	Smilek/Knauff email chain re: steel issues dated 11/23/16 (Smilek 13)
96	Knauff/Brown/Smilek email chain re: screen wall dated 12/1/16 (Lumpkin 7)
97	Brown/Smilek/Knauff email chain re: steel issues, 30B3, lugs dated 12/5/16 (Smilek 17)
98	Structural site visit summary email dated 12/21/16 (Brown B-14/Smilek 20)
99	Brown/Lumpkin email chain re: screen wall steel dated 12/21/16 (Lumpkin 4)
100	Brown/Lumpkin email chain re: penthouse steel dated 12/21/19 (Irvin 16)
101	Knauff/Smilek/Brown email chain re: 4C1 dated 12/21/16 (Smilek 19)
102	Smilek/Knauff/Brown email chain re: RFI 7 dated 12/23/16 (Brown B-15)
103	Brown/Lumpkin email chain re: 5 th floor steel dated 12/30/16 (Irvin 15)
104	Brown/Smilek/O'Brien email chain re: back charge meeting dated 1/4/17 (Vesper 18)
105	Knauff/Brown/Smilek email chain re: 2C2 dated 1/4/17 (Smilek 31)
106	Knauff/Brown/Smilek email chain re: 4C1 dated 1/4/17 (Smilek 36)
107	Knauff/Brown/Smilek email chain re: 2C2 dated 1/18/17 (Smilek 32)
108	Smilek/Brown/Knauff email chain re: RCC response to RFI's dated 1/18/17 (Smilek 37)
109	Knauff/Brown/Smilek email chain re: stair posted dated 1/24/17 (Vesper 21)
110	Brown/Smilek/Irvin email chain re: stair posts delaying roof work dated 1/25/17 (Irvin 11)
111	O'Brien/Vesper/Brown email chain re: RFI 57, delays dated 1/26/17 (Vesper 22)
112	O'Brien/Brown email chain re: RCC engineer dated 2/1/17 (Lumpkin 9)

TRIAL EXHIBIT LIST**RCC Fabricators, Inc.****vs.****UMOJA Erectors, Inc. and North American Specialty Ins. Co.****2:17-cv-05304-TR**

<u>Exhibit No.</u>	<u>Description</u>
113	Knauff/Brown/Vesper email chain re: RFI 57 dated 2/9/17 (Irvin 12)
114	O'Brien letter dated 2/10/17 (SAME AS RCC TRIAL EXHIBIT 26?)
115	O'Brien letter dated 2/13/17 re: liquidated damages (Vesper 24)
116	O'Brien/Brown/Vesper email chain re: delays dated 2/17/17 (Vesper 25/Resp. to RCC msj Ex. R)
117	Vesper letter dated 2/22/17 re: demand for payment (Vesper 34)
118	Brown/Vesper/O'Brien email chain re: delays, field verification dated 3/1/17 (Vesper 32)
119	Knauff/Brown/Vesper email chain re: unresolved 3C1 issues dated 3/17/17 (Irvin 13)
120	O'Brien (D.A. Nolt) correspondence to Brown (Umoja) dated 3/31/17
121	Summaries of D.A. Nolt's backcharges to Umoja and documentation including Umoja invoices (supplemental discovery 5/9/19)
122	D.A. Nolt Complaint v. PMA
123	PMA Answer to D.A. Nolt's Complaint with Counterclaim
124	Plaintiff's Interrogatories to Umoja
125	Umoja's Supplemental Answer to Plaintiff's Interrogatory No. 13
126	D.A. Nolt's Damages (demonstrative)
127	PMA's Claim (demonstrative)
128	Project Manual – Building Façade and Roof Improvements (produced in response to RCC Request No. 6)
129	City of Philadelphia Standard Contract Requirements for Public Works Projects (produced in response to RCC Request No. 6)

TRIAL EXHIBIT LIST**RCC Fabricators, Inc.****vs.****UMOJA Erectors, Inc. and North American Specialty Ins. Co.****2:17-cv-05304-TR**

<u>Exhibit No.</u>	<u>Description</u>
130	Project Bulletins
131	Project/Contract Addenda
132	O'Brien/Vesper email chain re: proposal, shop drawings dated 5/20/16
133	O'Brien/Vesper email chain re: proposal, delay for material costs dated 5/24/16
134	O'Brien/Vesper email chain re: proposal, scale, steel estimates dated 5/25/18
135	O'Brien/Vesper email chain re: proposal, steel estimate, S106.2 dated 5/25/18
136	O'Brien/Vesper email chain re: shop drawing status, proposal amount dated 5/31/18 (Vesper 4)
137	PMA's proposed findings of fact and conclusions of law filed 1/4/21
138	O'Brien/Vesper/Irvin email chain re: shop drawings, status dated 6/6/16
139	O'Brien/Irvin email chain re: status of shop drawings dated 6/7/16
140	O'Brien/Vesper/Irvin email chain re: shop drawings, status dated 6/8/16
141	O'Brien/Irvin email chain re: Penthouse shop drawings dated 6/8/16
142	O'Brien/Irvin email chain re: completion of shop drawings, erection drawings dated 6/15/16
143	O'Brien/Irvin email chain re: drawings marked preliminary/in progress dated 6/20/16
144	O'Brien/Irvin email chain re: need update on shop drawings dated 6/21/16
145	O'Brien/Smilek email chain re: erection drawings, LEED form, submittals dated 6/22/16 (produced in response to RCC Request No. 8)
146	O'Brien/Smilek email chain re: status of balance of shop drawings dated 6/27/16
147	O'Brien/Smilek/Irvin email chain re: returned shop drawings (preliminary pages) dated 7/18/16 (produced in response to RCC Request No. 8, Irvin 2 (partial), Smilek 2 (partial))

TRIAL EXHIBIT LIST**RCC Fabricators, Inc.****vs.****UMOJA Erectors, Inc. and North American Specialty Ins. Co.****2:17-cv-05304-TR**

<u>Exhibit No.</u>	<u>Description</u>
148	O'Brien/Smilek/Irvin email chain re: returned shop drawings (balance of drawings) dated 7/18/16 (produced in response to RCC Request No. 8, Irvin 3 (partial))
149	O'Brien/Irvin email forwarding Bulletin 15 dated 7/20/16
150	O'Brien/Brown/O'Brien email chain re: signed contract, delivery schedule, delay, waiting on schedule for materials dated 10/5/16 (Vesper 13)
151	O'Brien/Smilek/Vesper email chain re: progress of steel delivery, get back to us dated 10/11/16
152	O'Brien/Vesper/Smilek email chain re: steel delivery with notes from 9/16 meeting dated 10/11/16 (produced in response to RCC Request No. 8, Vesper 13 (partial))
153	O'Brien/Vesper email chain re: steel delivery with letter from City engineer Pinto dated 10/11/16 (produced in response to RCC Request No. 8)
154	O'Brien/Vesper/Smilek email chain requesting list of items and delivery dates dated 10/13/16 (produced in response to RCC Request No. 8, Vesper 16, Irvin 10 (partial), Smilek 8 (partial))
155	O'Brien/Vesper/Smilek email chain re: sales tax dated 10/13/16
156	O'Brien/Smilek/Knauff email chain re: delivery of steel, need dates, schedule, disappointing dated 10/14/16 (produced in response to RCC Request No. 8)
157	O'Brien/Smilek/Knauff email chain re: delivery of steel, need dates, schedule, disappointing dated 10/14/16 (produced in response to RCC Request No. 8)
158	O'Brien/Smilek/Brown/Irvin email chain re: davit welds, direction from engineer of record dated 10/20/16 (Smilek 10 (partial))
159	O'Brien/Smilek email chain re: improving delivery dates for steel dated 10/20/16
160	O'Brien/Smilek email chain re: davit welds, material made incorrectly, contact with engineer of record dated 10/20/16 (Smilek 10 (partial))
161	O'Brien/Knauff/Brown email chain re: WT's, davit welds, way to address additional field work dated 10/21/16

TRIAL EXHIBIT LIST

RCC Fabricators, Inc.vs.UMOJA Erectors, Inc. and North American Specialty Ins. Co.

2:17-cv-05304-TR

<u>Exhibit No.</u>	<u>Description</u>
162	O'Brien/Smilek/Knauff email chain re: product not made per drawings if can't get a full weld on WT's dated 10/21/16
163	RCC FAB – SCHEDULE ISSUES (produced in response to RCC Request No. 8)
164	Letters from the City dated October 11, 2016 and November 3, 2016 and an email from the City dated December 23, 2016
165	DA Nolt's Proposed Findings of Fact and Conclusions of Law